

REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE  
FOURTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD  
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,  
ORMOC CITY HALL BUILDING  
ON NOVEMBER 22, 2018

PRESENT:

Eusebio Gerardo S. Penserga,	(Temporary Presiding Officer),
	SP Member
Mario M. Rodriguez,	SP Member, Presiding Officer "Pro-Tempore"
Tomas R. Serafica,	(Acting City Vice Mayor),
	SP Member, Asst. Majority Floor Leader
Benjamin S. Pongos, Jr.,	SP Member
Gregorio G. Yrastorza III,	SP Member
Nolito M. Quilang,	SP Member
John Eulalio Nepomuceno O. Aparis II,	SP Member
	Minority Floor Leader
Esteban V. Laurente,	Ex-Officio SP Member, Chapter President,
	Liga ng mga Barangay ng Ormoc

ON OFFICIAL BUSINESS:

Vincent L. Rama,	(Acting City Mayor),
	SP Member, Majority Floor Leader
Lea Doris C. Villar,	(O.B. – Bacolod City),
	SP Member, Asst. Minority Floor Leader
Jasper C. Yerro,	(O.B. – Baguio City),
	Ex-Officio SP Member, Chapter President,
	Panlungsod Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON LEAVE:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
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**RESOLUTION NO. 2018-290**

**AN OMNIBUS RESOLUTION GRANTING AUTHORITY TO  
THE CITY MAYOR RICHARD I. GOMEZ OR THE  
ACTING MAYOR TO ENTER INTO AND SIGN LEASE  
CONTRACTS, FOR AND IN BEHALF OF THE LOCAL  
GOVERNMENT UNIT OF ORMOC CITY, WITH  
VARIOUS SHIPPING COMPANIES FOR THE LEASE  
OF VACANT SPACES ON THE NORTHERN PORTION  
OF ORMOC CITY JEEPNEY TERMINAL.**

WHEREAS, the 14<sup>TH</sup> Sangguniang Panlungsod ng Ormoc received an endorsement letter from the Office of the City Mayor dated November 12, 2018 for consideration of the request for the issuance of a Resolution granting authority to the City Mayor to sign the attached Contract of Lease between the Local Government Unit of Ormoc (LGU-ORMOC) and Supercat Fast Ferry, represented by Teresa Rhowena B. Abad, Head- Supercat Fast Ferry Corporation (SFFC) and Lani T. Mitchell, Controller. It was also further requested that the terms of the Contract be adopted and the authority be made to apply to subsequent contracts with other similarly situated shipping companies (Lessees), a copy of the lease contract draft is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, to recall this, relative to the aforementioned endorsement, this Sanggunian was in receipt of an earlier Indorsement dated May 10, 2018 requesting for the issuance of a Resolution granting authority to the City Mayor to sign the attached Contracts of Lease between LGU-Ormoc and various shipping lines Ocean Fast Ferry Corporation, Lite Shipping Corporation, SRN Fast Seacrafts Incorporated, Jomalia Shipping Corporation, and Superfast Ferry Corporation, which was later on cancelled by a subsequent Indorsement dated June 11, 2018, and instead, requesting ratification of omnibus delegation of authority to the City Administrator to sign lease contracts involving the Public Market as well as other properties;

WHEREAS, the lease contracts shall cover the lease of the vacant spaces in the Ormoc City Jeepney Terminal by the aforementioned shipping lines;

WHEREAS, the Lessee shall, at its own expense, put a container van to be used as ticketing office on the space subject of the lease and shall solely be responsible in shouldering the expenses for water, telephone and electrical connection;

WHEREAS, the lease shall be for a period of five (5) years subject, however, to the Lessor's right to preterminate the lease contract subject to six (6) months advance notice to the other party and to the Lessee's right to preterminate with one (1) advance notice to the other party;

WHEREAS, the lease rentals shall be at the rate of Five Hundred Philippine Pesos (PHP500.00) per square meter;

WHEREAS, the lease will generate much-needed revenues to the City and, on the part of the Lessee, shall afford them a venue for their shipping lines ticketing offices as the site of their previous offices has already been reverted back to the Philippine Ports Authority for the construction of a public passenger terminal;

WHEREAS, after review of the draft Contract of Lease by the Assistant City Legal Officer of the City, Atty. Jesus Manuel A. Horca III, he finds it in order, not detrimental to the interest of the City, not contrary to law, morals, good customs, public policy and public order further recommending that a Sangguniang Panlungsod Resolution be secured for the Authority of the Mayor to sign the same, a copy of which is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, upon close and thorough review, this Sanggunian finds that the aforementioned Contract of Lease draft is advantageous and for the best interest of the City and its inhabitants and for the aforementioned shipping lines as afore-discussed and, therefore, the said Indorsement for authority of the City Mayor to sign the said leases deserves this august Body's full support and favorable action;

NOW THEREFORE, on joint motion of SP Member Benjamin S. Pongos Jr., Chairman, Committee on Laws and Ordinances and SP Member Tomas R. Serafica, Chairman, Committee on Ways and Means, Public Properties and Economic Enterprises, severally seconded by SP Members Esteban V. Laurente, John Eulalio Nepomuceno O. Aparis II and Mario M. Rodriguez; be it

RESOLVED as it is hereby to pass an OMNIBUS RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING MAYOR TO ENTER INTO AND SIGN LEASE CONTRACTS, FOR AND IN BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC CITY, WITH VARIOUS SHIPPING COMPANIES FOR THE LEASE OF VACANT SPACES ON THE NORTHERN PORTION OF ORMOC CITY JEEPNEY TERMINAL;


Res. No. 2018-290

ADOPTED, November 22, 2018.

RESOLVED FURTHER, that copies of this resolution be furnished each to the City Mayor, the City Legal Officer, the City Administrator, the Terminal Management Office, the OIC-City Director, DILG and all other offices concerned for their information and guidance.

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above resolution.

  
MARIA ANTONIETA G. CO HAT  
(OIC - SP Secretary)  
Supervising Administrative Officer

ATTESTED:

  
EUSEBIO GERARDO S. PENSERGA  
(Temporary Presiding Officer)  
SP Member

## LEASE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between the LOCAL GOVERNMENT UNIT OF ORMOC, represented by Mayor RICHARD I. GOMEZ, M.B.A. of legal age, married, Filipino, and resident of Ormoc City, hereinafter known as the LESSOR;

And \_\_\_\_\_, represented by \_\_\_\_\_,  
Filipino, of legal age, and a resident of \_\_\_\_\_, hereinafter known as the **LESSEE**:

WITNESSETH, that:

1. The LESSOR hereby leases to the LESSEE a \_\_\_\_\_ (\_\_\_\_\_) Square Meter vacant space on the \_\_\_\_\_ of the Ormoc City Jeepney Terminal.
2. The LESSEE shall pay the LESSOR monthly rental of Five Hundred Pesos (PHP500.00) per sq. m., or the equivalent of \_\_\_\_\_, monthly, which shall start on \_\_\_\_\_. Upon the signing of the lease contract, LESSEE shall pay to the LESSOR two (2) months equivalent rental as security deposit and one (1) month advance rental in the total amount of \_\_\_\_\_. The sum given for advance rental shall be applied to the rent due on \_\_\_\_\_. Failure to pay the monthly rental equivalent to two (2) month's rent shall be a ground for ejectment without prejudice to the liability of the LESSEE to a surcharge and/ or penalty under applicable laws and ordinance.

Rentals shall be paid directly to the Office of the City Treasurer or to its duly authorized representatives on or before the first Friday of the month to which it corresponds, WITHOUT NEED OF DEMAND.

3. The LESSEE shall, at its own expense, put a container van to be used as ticketing office on the space subject of the lease and shall solely be responsible in shouldering the expenses for water, telephone and electrical connection. These connections must be placed underground from the service entrance.
4. The LESSEE shall maintain the Leased Premises in clean and sanitary condition free from noxious odors, disturbing noises or other nuisances. The LESSEE, his/ her employees, agents or representatives shall not in any manner damage or deface any part of the Leased Premises. The LESSEE shall comply with all sanitary regulations that are now, or may thereafter be, prescribed by the pertinent laws and/ or ordinances;

The LESSEE shall dispose all its garbage, waste, and other pollutants in accordance with the rules promulgated by the national or local government;

The cost of general maintenance and upkeep of the Leased Premises shall be for the account of the LESSEE. The LESSEE shall introduce all the needed repairs at all times. All major repairs resulting from damages due to the fault or negligence of the LESSEE shall be for the account of the LESSEE. All other major repairs to the Leased Premises shall be borne by the LESSOR, being the owner thereof;

The LESSOR reserves the right to enter and inspect the Leased Premises at reasonable times during business hours and with prior notice. The LESSEE agrees to cooperate with the LESSOR in keeping the Leased Premises in good and tenantable condition;

In case of damage to the Leased Premises or its appurtenances by fire, earthquake, volcanic eruption, war or any unforeseen cause, the LESSEE shall give notice to the LESSOR within a reasonable time. In the event that the LESSEE through its own fault or negligence or that of its employees, agents or representatives, damages the Leased Premises and LESSEE fails to repair the damage within a reasonable time, then the LESSEE shall be liable to LESSOR for liquidated damages in an amount equivalent to one month rent without prejudice to such other amounts as may be due LESSOR under this Lease Agreement and/or the law.

5. Electric and water consumption shall be for the account of the LESSEE.
6. The LESSEE, and his/ her employees shall comply with all the applicable health laws and/ or ordinances and/ or regulations.
7. Leased premises which are not open for business or are vacant for a continuous period of 30 days shall be ground for the extrajudicial cancellation of the lease contract.
8. The LESSEE shall not utilize the aforesaid stall or any part hereof for residential, storeroom, bodega or any illegal purpose(s) and/ or activity(ies) but for ticketing only.
9. Subject to prior written consent of the LESSOR, the LESSEE may install, erect or affix upon the Leased Premises, signs or advertisements as well as conduct promotional activities as may be necessary to promote and/or advertise the business in which it is engaged in. In requesting the approval of the LESSOR, LESSEE should submit a description and the specification of its proposed sign or advertisement as well as the kind/plan of the promotional activity.
10. The LESSOR may for any reason terminate this contract of lease subject to six (6) months advance notice. However this six months advance notice does not apply if the reason for cancellation is a violation of any of the terms of this contract;

Should the LESSEE terminate the lease contract for any reason or cause, he should give the LESSOR written notice of such intention at least one (1) month prior to the intended date of termination. The termination and service of notice shall be

without prejudice to the accrued liability of the LESSEE under relevant laws and/ or ordinances. Such termination shall not be a ground for the forfeiture of the security deposit.

11. The LESSEE, shall surrender the leased premises to the LESSOR upon termination of the Lease Contract in which case LESSEE may remove the container van however after the lapse of five (5) years from the date of this contract, the container van shall already belong to the LESSOR therefore it cannot be removed by the LESSEE anymore after the fifth year period.
12. The LESSEE shall first obtain a Business Permit issued by the City Mayor and pay the corresponding license before he/ she can engage in to conduct business in the leased space. Any duly executed contract of lease for the occupancy of space, shall not ipso facto entitle the LESSEE to occupy or enter said spaces unless he is provided with the required Mayor' s Permit to engage in business.
13. The Market Administrator or any authorized representative by the LESSOR can padlock or close the container van of the LESSEE for delinquency upon recommendation of the Market Committee and approval of the City Mayor.
14. The LESSEE shall conduct business from 4:00AM until 9:00PM only.
15. The LESSOR is neither responsible nor liable for the damages/ losses of the personal property of LESSEE in his/ her leased premises.
16. The LESSEE is strictly prohibited from subleasing or selling his rights on the leased premises, and any contract entered into relative thereto is considered null and void and for the violation thereof, the LESSEE shall pay an administrative fine of 5,000.00. In case of non-payment, he / she shall be disqualified from entering into a contract with the City Government of Ormoc and the existing contract shall be rescinded.
17. The LESSOR reserves the right to terminate the lease contract and forfeiture of security deposit for failure or refusal of the LESSEE to pay two successive monthly rentals without regard to the six months advance notice.

It is a condition for the effectivity of this Lease Agreement that the LESSEE shall abide by the provisions set forth under relevant and pertinent laws and/ ordinances; including but not limited to rules and safety regulations which may be promulgated from time to time by the LESSOR, together with all the rules, regulations, ordinances or laws made by the duly constituted authorities; either by the National or City government or any of its agencies and instrumentalities, arising from or regarding the use, occupancy and sanitation of the Leased Premises.

18. The LESSOR reserves the right to assign, transfer or encumber any of its rights and interests under this Lease Agreement to any entity without the need of obtaining the consent of the LESSEE except to notify the latter of the same. In the event of such transfer, assignment or encumbrance, the rights and interest of the LESSEE under this Lease Agreement shall be respected and observed in its entirety by such assignee, transferee or mortgagee, and for the entire term hereof unless otherwise mutually agreed upon by the parties including the LESSEE.

Upon the failure of the LESSEE, to comply with any of the terms and conditions of this lease or its failure to vacate and return the premises as provided herein, the LESSOR or her authorized representative(s) shall have the right, upon five (5) days written notice to the LESSEE, or upon written notice posted at the entrance of the Leased Premises for the same period, to enter and take possession of the said premises, without need of resorting to any court action, holding, taking custody and impounding such possessions and belongings of the LESSEE found therein after conducting an inventory of the same in the presence of witnesses, until such time that all the rentals, interests, penalties, unpaid utility bills, damages or other amounts due to the LESSOR has been fully settled by the LESSEE. All these acts being hereby agreed to by the LESSEE as tantamount to his voluntary vacation of the leased premises without necessity of suit in court and authorizing LESSOR to use all necessary and reasonable force to break open doors and to enter the premises and take actual possession thereof, and such entry and use of reasonable force should not be regarded as trespass, nor be sued as such, or in any wise be considered as unlawful.

19. In case of court litigation by virtue of non – payment of the agreed rentals or any breach of contract by the LESSEE, the LESSOR shall be entitled to collect the sum of 5,000.00 as liquidated damages per month exclusive of the unpaid rental and costs, legally taxable, all in Philippine Currency;

LESSEE HEREBY CONFIRM THAT THE CONTENTS OF THIS AGREEMENT HAVE BEEN EXPLAINED TO HIM/ HER IN THE LOCAL VERANCULAR AND HE/ SHE WAS MADE TO UNDERSTAND THE CONTENTS THEREOF.

IN WITNESS THEREOF, parties hereunto affixed our signatures this \_\_\_\_\_ day of \_\_\_\_\_ Ormoc City, Philippines.

\_\_\_\_\_  
Lessee

LGU-ORMOC CITY  
Lessor

Represented by:

Represented by:

\_\_\_\_\_

**RICHARD I. GOMEZ, M.B.A.**  
City Mayor

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

Before Me, Notary Public for and in the City of Ormoc, this \_\_\_\_\_ in Ormoc City, personally appeared the following with competent evidence of identity:

RICHARD I. GOMEZ

\_\_\_\_\_  
\_\_\_\_\_

known to me to be the same persons who executed the foregoing and acknowledge to me the same is of their free voluntary act and deed.

WITNESS MY HAND SEAL on the date and place above written.

Doc. No.  
Page. No.  
Book. No.  
Series of 2018.

DEMO COPY

"Annex B."



Republic of the Philippines  
**OFFICE OF THE CITY LEGAL OFFICER**  
Ormoc City, Leyte

April 10, 2018

**INDORSEMENT**

Respectfully forwarding to the Office of the City Administrator, the hereto attached Contracts of Lease between LGU Ormoc and various shipping lines (Ocean Fast Ferry Corporation, Lite Shipping Corporation, SRN Fast Seacrafts Incorporated, Jomalia Shipping Corporation, Supercat Fast Ferry Corporation). The undersigned requests the same be indorsed to the CMO for the signature of the Mayor.

For the consideration of the Office of the City Administrator.

  
**ATTY. JASPER M. LUCERO**  
City Legal Officer

